

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement
Human Care Services



September 25, 2007

Dear Prospective Providers:

Re: District of Columbia Human Care Agreements: Residential Treatment Services for Youth

The Human Care Agreement process enables the District to identify and pre-qualify prospective Providers of an array of services required to meet the District's needs, pursuant to 27 DCMR, Chapter 19, Section 1905.6, as amended.

The prospective provider must complete and submit Section B of the Human Care Agreement, page 3 and 4 to document its proposed service rate to provide the residential treatment services for youth as indicated in the attached solicitation.

The potential provider must include a Program Description(s) consistent with the service delivery area(s) identified in Section C of the Human Care Agreement, Sections V and VI of the CQR.

A completed *Contractor's Qualification Record* (CQR) form (Attachment # 2), including supporting documentation must be completed and submitted to be considered for a Human Care Agreement. The CQR is evaluated by the District to determine the provider's professional and financial capabilities to deliver the required services. Prospective providers are directed to page 1, General Instructions, of the CQR, for instructions on completing the CQR.

All compliance documents (Attachments 5, 6, and 7) listed in Section F of the Human Care Agreement must also be completed and submitted along with the CQR package by the time indicated in the RFQ.

The solicitation package is available for pick-up from the Bid Counter of the Office of Contracting and Procurement (OCP) at 441 4th Street, NW, Suite 703 South, Washington, DC 20001. The initial closing of the solicitation is at **2:00 p.m. local time, on October 25, 2007**, for the initial evaluation of qualified Providers. Henceforth, CQRs will be accepted on an on going basis through October 25, 2008. CQRs received after the initial closing will be evaluated at a minimum quarterly or on as needed basis as may be demanded by the District's needs.

An original and three (3) copies of the CQR in a sealed envelope, conspicuously marked "Response to Solicitation No. DCHC-2007-H-0055: "Residential Treatment Services for Youth" must be submitted to the Bid Counter as indicated above no later than 2:00 p.m. local time, on October 25, 2007 for the initial evaluation and consideration. Faxed copies will not be accepted in lieu of a hard copy.

Should you have any questions, please contact Mr. Dwight Hayes, Contract Specialist at (202) 724-5278.

Sincerely,

Rotimi Osunsan, CPPB, CPM
Contracting Officer



Government of the District of Columbia

HUMAN CARE AGREEMENT													PAGE	OF	PAGES	
1. HUMAN CARE AGREEMENT NUMBER							2. REQUISITION/PURCHASE REQUEST NO.						3. DATE OF AWARD			
4. ISSUED BY Office of Contracting and Procurement Department of Health 441 4 th Street, NW, Suite 700S Washington D.C. 20001							5. ADMINISTERED BY (If other than Item No. 4): Department of Health Addiction Prevention and Recovery Administration 1300 First Street, NE, 3rd Floor Washington D.C. 20002									
6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)																
POINT OF CONTACT:																
Telephone:				Fax:				E-Mail:								
7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Chief Financial Officer, Department of Health 825 North Capitol Street, NE, 5 th Floor Washington D.C. 20001							8. DISTRICT SHALL SEND ALL PAYMENTS TO:									
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST																
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE							QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS		SERVICE RATE		TOTAL AMOUNT		
0001		Residential Treatment Services for Youth														
								Total					\$			
								Total From Any Continuation Pages					\$			
								GRAND TOTAL					\$			
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION																
LINE#	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT		
A. SOAR SYSTEM OBLIGATION CODE:			B. Name of Financial Officer (Typed): Title:						C. Signature:					D. Date:		
11. PERIOD OF HUMAN CARE AGREEMENT																
Starting Date: _____								Ending Date: _____								
HUMAN CARE AGREEMENT SIGNATURES																
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated March, 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.																
12. FOR THE PROVIDER/CONTRACTOR								13. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Signer (Type or print) Name: Title:								A. Name of Contracting Officer (Type or print) Name: Rotimi Osunsan, CPPB, CPM Title: Contracting Officer								
B. Signature of PROVIDER/CONTRACTOR, or representative:				C. Date:				B. Signature of CONTRACTING OFFICER:				C. Date:				

PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

- B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), Department of Health (DOH), hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§(2-301.07), (2-203.02), (2-303.04), and (2-303.06).
- B.1.1 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human care Agreement.
- B.1.2 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District Government, when and if ordered, the services specified in Section B.2 – Schedule.
- B.1.3 There is no limit on the number of task orders that may be issued against this Human Care Agreement. The District Government may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.
- B.1.4 This Human care Agreement is based on fixed unit rates. The Provider shall deliver services in accordance with Section C. The total for all the units should reflect the total cost for the residential treatment including detoxification services for youth, outpatient treatment services for youth, and case management services for youth.

B.2 SCHEDULE – SERVICE/DESCRIPTION/RATE

B.2.1 BASE YEAR PERIOD OF PERFORMANCE

CLIN	SERVICE DESCRIPTION	Service Unit	Fixed Unit Rate
0001	Residential Treatment Services for Youth, as described in Sections C.4 thru C.23	Client/per Day	\$ _____

B.2.2 OPTION YEAR ONE (1)

CLIN	SERVICE DESCRIPTION	Service Unit	Fixed Unit Rate
0001	Residential Treatment Services for Youth, as described in Sections C.4 thru C.23	Client/per Day	\$ _____

B.2.3 OPTION YEAR TWO (2)

CLIN	SERVICE DESCRIPTION	Service Unit	Fixed Unit Rate
0001	Residential Treatment Services for Youth, as described in Sections C.4 thru C.23	Client/per Day	\$ _____

B.2.4 OPTION YEAR THREE (3)

CLIN	SERVICE DESCRIPTION	Service Unit	Fixed Unit Rate
0001	Residential Treatment Services for Youth, as described in Sections C.4 thru C.23	Client/per Day	\$ _____

B.2.4 OPTION YEAR FOUR (4)

CLIN	SERVICE DESCRIPTION	Service Unit	Fixed Unit Rate
0001	Residential Treatment Services for Youth, as described in Sections C.4 thru C.23	Client/per Day	\$ _____

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Scope of Human Care Service:

Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in subsections C.4 through C.23.

C.2 Background

The Addiction Prevention and Recovery Administration (APRA), is the Single State Agency (SSA) for substance abuse in District of Columbia. It is responsible for developing and enforcing the highest quality regulatory standards for delivering services related to alcohol, tobacco and other drug (ATOD) addictions; to prevent ATOD addiction; and to identify, treat and rehabilitate persons, giving priority to residents of the District.

C.3 Scope of Work

The District of Columbia, Department of Health, Addiction Prevention and Recovery Administration (APRA), is seeking contractors certified by APRA to provide residential treatment and/or detoxification services for substance addicted youths. The APRA certified Contractor shall provide residential treatment and/or detoxification services in the District of Columbia metropolitan area. The comprehensive treatment services described herein shall consist of a multi-level, up-to-120 day residential and/or 3-7 day detoxification Program with specific treatment protocols for youth. (Applicants are encouraged to apply to provide targeted services for Latino, Asian and Pacific Islander and Sexual Minority (Gay Men, Lesbian Women, Bisexual and Transgender) persons).

C.4 Applicable Documents

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title
1		<i>ASAM Client Placement Criteria for the Treatment of Substance Related Disorders</i> <i>Second (2nd) Edition Revised, pages 359-369.</i> Available at www.asam.org
2		American Psychiatric Association: <i>Diagnostic and Statistical Manual of Mental Disorders</i> , Fourth Edition, Text Revision, Washington, D.C., American Psychiatric Association, 2000 Available at (www.psych.org)
3		Accreditation of Rehabilitation Facilities, <i>Behavioral Health Standards Manual</i> Available at www.carf.org
4	DOH Document (Standards)	Addiction Prevention and Recovery Administration Standards

		Available from APRA's Office of Certification and Regulation at 202 727-7560.
5	District of Columbia Document (Policy & Procedures)	<i>DC Licensing Standard</i> Available at: APRA's Office of Certification and Regulation at 202 727-7560.
6	DOH Document (Policy & Procedure)	Chapter 23 Certification Standards Available at: APRA's Office of Certification and Regulation at 202 727-7560.
7	District of Columbia Municipal Regulations	Title 22 District of Columbia Municipal Regulations Section 213 Available at: (see www.dc.gov).
8	Public Law	Standards of the Commission on Accreditation of Residential Facilities (CARF) for residential non-hospital services Available at: APRA's Office of Certification and Regulation at 202 727-7560.
9	Public Law	Title XIX of the Social Security Act Available at: APRA's Office of Certification and Regulation at 202 727-7560.
11	Public Law	Medicaid Regulations Available at: DOH's Medical Assistance Administration www.doh.dc.gov .
12	APRA Policy	Reporting Unusual Incidents Available at: APRA's Office of Certification and Regulation at 202 727-7560.

C.5 Requirements

- C.5.1 The Provider shall furnish the necessary personnel, materials, services, facilities, and equipment and do all things necessary for or incidental to the performance of the work as described herein.
- C.5.2 The Provider shall be responsible for purchasing computer hardware/software with standard business capabilities, including internet access. This system shall be utilized in the overall APRA Wide Area Network and shall connect all APRA treatment facilities to the APRA Central Communications Server. APRA, in collaboration with the Department of Health (DOH), State Center for Health Statistics, is under a mandate to ensure inter-connectivity with all DOH agencies for the enhancement of all clinical and demographic data tracking systems.
- C.4.5.1 A separate and dedicated dial up line is required for the installation of this system on site.
- C.5.3 The Provider shall provide treatment services using The American Society of Addiction Medicines (ASAM) placement criteria (Applicable Document # 1), which provides guidance for the following levels of care for youth:
- C.5..3.1 Level III Residential/Intensive Inpatient Treatment
- III.1: Clinically Managed High-Intensity Residential Treatment
 - III.5 Clinically Managed Medium-Intensity Residential/Inpatient Treatment
 - III.7: Medically Monitored High Intensity Residential /Inpatient Treatment
- C.5.4 Service Requirements

Service	Description
Screening	Determine the individual youth's need for treatment service using evidence based screen instrument.
Assessment	The provider shall use the Gain I for process of gathering and evaluation relevant information about an individual to determine initial admission (according to ASAM criteria)for rehabilitation program services and development of an initial treatment plan and referral, etc.
Long Term Residential	Room and board non-medical non-acute care residential in a hospital based setting. Service to include basic necessity for daily care and living; (nutritional, oral hygiene, etc.
Lab Work	Drug toxicity screening to determine the recent use of substances for detection, monitoring and supervision. (use of alcohol, amphetamines, barbiturates, opiates, cannabinoids, cocaine, and other illicit drugs.
Residential Detoxification	Program services designed to create a systematic reduction in the degree of physical dependence on alcohol and drugs.
Individual Counseling	A structured , goal oriented therapeutic process in which a patients interacts on a face to face basis with a counselor/therapist in accordance with the client's rehabilitation plan in order to resolve problems related to alcohol and/or other drugs. SA issues developmentally appropriate
Group Counseling	A face to face goal oriented therapeutic interaction among a counselor/therapist and two (2) or more patients as specified in individual rehabilitation plans. The therapeutic interaction shall be designed to address substance problems promote self understanding, selfesteem and resolution of personal problems

	through personal disclosure and interpersonal interaction among group members.
Family Counseling	A process of examining underlying causes of current interactions and encouraging new ones. A process to examine precipitating factors impacting family dynamics. A process to assist youth and families resolve conflict collectively and equip families with skills and resources.
Treatment Planning	A comprehensive specific objective process that includes the client and the client's input. The process identifies problems, goals, objectives, interventions.
Multidimensional family therapy	Family Therapy that traditionally includes the whole family and in some cases peers (when deemed necessary and available. Planned face-to-face goal oriented, therapeutic interaction by a qualified individual with a client and/or one (1) or more members of the client's family in order to address and resolve the family system's dysfunction as it relates to the client's substance abuse problem
Group Counseling	A face to face goal oriented therapeutic interaction among a counselor/therapist and two (2) or more patients as specified in individual rehabilitation plans. The therapeutic interaction shall be designed to address substance problems promote self understanding, self-esteem and resolution of personal problems through personal disclosure and interpersonal interaction among group members.
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Treatment Planning	A comprehensive specific objective process that includes the client and the client's input. The process identifies problems, goals, objectives, interventions.
Multidimensional family therapy	Family Therapy that traditionally includes the whole family and in some cases peers (when deemed necessary and available. Planned face-to-face goal oriented, therapeutic interaction by a qualified individual with a client and/or one (1) or more members of the client's family in order to address and resolve the family system's dysfunction as it relates to the client's substance abuse problem
Case Management	Specific coordination activities with or on behalf of a particular client in accordance with an individual rehabilitation plan. The purpose being to maximize the client's adjustment and functioning within the community while promoting sobriety and recovery, independence, community involvement and engagement of support systems
Education Services	In conjunction with the local school jurisdiction and regulations. Youth will be provided academic course work to ensure and maintain current grade level and academic performance standards
Psychiatric Services	Psychological/Psychiatric evaluation services provided to identify and note the existence of and extent of co-occurring disorders.
Medically Managed Services	The provider shall, under the direct care of a licensed physician provide basic medical care and wellness services as needed; readily available (24 hours)for youth admitted in the residential program

C.6 Specific Requirements

- C.6.1 The Provider shall serve as the fixed point of clinical responsibility for client(s) including referral to other external program entities as appropriate. As necessary, however, the Provider shall coordinate and implement services pursuant to this Human Care Agreement within the Addiction Prevention and Recovery Administration's (APRA) existing treatment continuum of care, or other Department of Health (DOH) programs which may have involvement in a consumer's care and treatment. All admission referrals, discharge, transfers, or relocations shall also be authorized by APRA in advance.
- C.6.2 The Provider shall provide all services that are accessible and responsive ("culturally competent") to clients with limited English speaking proficiency, including the following: a) bilingual (Spanish and English) staff capacity; b) ensuring that all forms including, but not limited, to the Individualized Treatment Plan and Release of Information and Client Rights are translated into Spanish, or other languages spoken by predominate cultural groups in the District of Columbia, including but not limited to Korean, Vietnamese, Chinese or Amharic and c) access to the District's Language Access Line at 1-800-367-9559.
- C.6.3 The Provider shall provide access to American Sign Language Interpreter services for the District's clients who are hearing impaired.
- C.6.4 The Provider shall utilize a universal screening process, directly or through linkages, to determine the existence of co-occurring conditions including: a) mental illness; b) HIV, viral Hepatitis (type B and C), Tuberculosis, Sexually Transmitted Diseases; and c) other medical conditions and provide documentation in the client's file of the screening and the appropriate responses such as on-site or referral and linkage tracking services.
- C.6.5 The Provider shall participate in the APRA planning process for the client's co-occurring disorders and shall accept technical assistance to refine service delivery to these populations.
- C.6.6 The Provider shall provide a residential treatment program for youth assigned to it by APRA consisting of progressive treatment protocols for a period of 30 days, which may be reauthorized in increments of 30 days up to 120 days of residential treatment. The program design shall provide the following treatment services to ensure efficient and effective treatment for youth:

6.6.7 Treatment Needs Assessment

The Provider shall provide and document a treatment needs assessment for each youth within five (5) days of admission to the program to be conducted by qualified staff person(s). Individuals conducting this assessment shall demonstrate competence in the ability to obtain information about and interpret information regarding substance abuse/dependence and knowledge of the range of treatment needed by the client. The assessment shall include but not be limited to the following:

- a. A complete personal history including information relating to the Youth's education and vocational achievements;
- b. Any history of substance abuse treatment;
- c. Physical examination and medical/mental health history;
- d. A nutrition assessment for the residents that includes nutrition history, nutrition status, medical diagnosis affected by nutritional status and needs of the residents or any other information which may be helpful in determining client treatment needs;
- e. Completed Addiction Severity Index;
- f. Bio-psychosocial assessment; and
- g. Religious preference

All residents accepted for substance addiction treatment must have a documented assessment that indicates the need for treatment services.

6.6.8 Individual Treatment Plan

- a. The Provider shall develop an Individual Treatment Plan (ITP) in cooperation with the clients within 5 days of admission. The plan shall be reviewed and updated by the treatment team and the residents every 30 days and when major clinical changes occur or when major life, family or social circumstances may complicate treatment.
- b. The ITP shall identify specific problems to be resolved during treatment which include clinical objectives and goals, treatment objectives necessary to achieve these goals, the social service plan for the residents, and other supportive services needed by the residents. The ITP shall also include the assignment of a primary counselor. The Provider shall develop a diagnostic summary, which integrates information from the needs assessment and an ITP for each client within five (5) days of admission.

6.6.9 Social Service Plan

The Provider shall prepare a social service plan five (5) days after the resident's admission, which shall include both short and long-term goals to enhance the resident's return to self-sufficiency. The social service plan shall become part of the resident's record.

Upon completion of the social service plan, the Provider shall establish procedures for implementation of the social service plan. These procedures shall include the delineation of services to be delivered and methods utilized to ensure continuity of care. The social service plan shall include the following:

- a. Application for identification, if lacking (that is, birth certificate, social security card, photo I.D.);
- b. Identification of high risk residents who do not have health insurance, eligibility screening for Medicaid and other health benefit programs;
- c. Referral of clients who are undocumented aliens for legal assistance and to advocate on the clients behalf;
- d. Referral to public assistance programs, GED preparation; job training; employment and housing assistance services; transitional housing; and social workers to establish continuity of care by sharing permissible and relevant information.
- e. Establish linkage with support services to monitor the participation of the client in services that he/she has been referred to gain trust and minimize dropout; advocate in dealing with physicians; treatment providers, and other agencies such as Medicaid and Child and Family Services Administration.

- 6.6.10 The Provider shall provide and document short-term detoxification treatment for a period of three (3) days, but not to exceed seven (7) days. The Provider's program shall serve all segments of the District's youth ages 12-21 years of age. The Initial Treatment Plan shall be completed within two (2) to three (3) days of the detoxification client's hospitalization. The attending physician shall be responsible for the clinical aspects of the treatment plan.

Multidisciplinary Treatment Plan Review shall provide a monthly discussion of the following:

- a. Current status of clients' responses to treatment and detoxification;
- b. Changes noted in the physician's orders and progress notes;
- c. Changes in diagnosis, and rationale for the change;
- d. Disposition and discharge plan

- 6.6.11 The Provider shall complete the Admission Medical History and Physical Examination within 24 hours of the client's admission.

- 6.6.12 Discharge Note, and Discharge Summary: Discharge notes shall be completed by the attending physician within forty-eight (48) hours of discharge of a client's admission for detoxification. All diagnoses shall be written in full, using the appropriate American Psychiatric Association: *Diagnostic and Statistical Manual of Mental*

Disorders(Applicable Document # 2), Fourth Edition, Text Revision, Washington, D.C., American Psychiatric Association, 2000 (www.psych.org).

- 6.6.13 The Provider shall issue the Medication and Physician Orders at the time of admission and signed within 24 hours of admission of all detoxification clients.
- 6.6.14 The Provider shall provide a Management Information System that includes clinical reports, incident reports, follow-up reports form referral resources, and public health reports.

C.6.10 Case Management

The Provider shall use a coordinated case management approach to treatment and shall provide a range of cognitive behavioral, relational, empowerment, motivational, occupational and recreational therapies directed to the client according to his/her level of readiness on an individual and group basis. The type of therapies provided and the frequency conducted shall be consistent with the treatment needs of the residents in accordance with his/her treatment plan, national standards as promulgated by the Commission on the Accreditation of Rehabilitation Facilities, *Behavioral Health Standards Manual*, 2007(Applicable Document # 3), available at www.carf.org and the APRA standards (Applicable Document # 4).. These therapies shall include but not be limited to:

- a) Individual therapy – One-on-one services provided to the clients by program staff specific to the needs and concerns of the residents. Individual substance abuse counseling shall be provided at intervals, which may vary according to the needs of the residents and the resources of the program. However during all phases, the Provider shall provide at a minimum one halfhour individual counseling session per week for each of its clients.
- b) Group therapy – Services provided to a group of residents that include, but are not limited to, psychotherapy, insight therapy, reality therapy, transactional analysis, and the various types of extensive groups. The Provider shall provide group-counseling sessions at regular and frequent intervals at least weekly. Many residents are afraid of treatment programs or lack confidence in their ability to overcome substance use, and are uncomfortable with group therapy, with this in made provision should be made to give those residents more intensive individual counseling to reduce these psychological barriers.
- c) Family therapy, in a manner appropriate with client's status, counseling provided for the client and family members and the client's "significant" others when alcohol and chemical dependency has caused dysfunction in the family system. The Provider shall encourage families to participate in program orientation and in-group sessions focusing on coping skills. Further, family members are to be invited to meet with the treatment team on individual cases as determined by the multi-disciplinary team.

C.6.11 Discharge Plan

The Provider shall develop a discharge plan that summarizes the clinical course of the resident's treatment and an aftercare plan that identifies continuing treatment and recovery support. The plan should start on the day the client enters treatment and be in place 30 days before discharge. The Provider shall refer the residents upon discharge to an appropriate aftercare treatment facility that is agreeable to the resident.

The Provider shall provide documentation to APRA's Youth Treatment Manager or Designee that discharged residents have had appropriate living arrangements made for them.

C.6.12 Other Specific Requirements

The Provider shall provide psychological services to residents, including mental/health status screening and evaluations to determine appropriate treatment.

The Provider shall refer and monitor attendance of residents at Alcoholics Anonymous and Narcotics Anonymous meetings.

The Provider shall provide through referral the following supportive services for each client as specified in the treatment plan:

- a. All medical services required by the client to include prenatal care, medical care, dental care and primary health care.
- b. Educational services which consist of tutoring and a Graduate Equivalence Degree (GED) program, which shall be developed with the appropriate agencies;
- c. Vocational counseling and rehabilitation services which shall include, but not be limited to, job skills evaluation, job training, job placement and follow-up;
- d. Health education and HIV/AIDS education;
- e. Pastoral services; and,
- f. Expanded services related to developing and enhancing any of the skills mentioned in above.

C.6.13 Daily Living Activities

The Provider shall provide the residents with participatory weekly individual and group instruction in daily living activities. The purpose of this instruction shall be to develop life skills necessary for an independent, and drug/alcohol free life. Training and activity sessions shall be designed to develop skills that include but are not limited to the following:

- a. Time Management;
- b. Money Management;
- c. Accessing government and community support services;
- d. Personal grooming for job readiness;
- e. Personal and family hygiene;
- f. Physical fitness;
- g. Recreation and socialization;
- h. Cultural awareness and development;
- i. Developing, planning and achieving, personal goals;
- j. Housekeeping; and;
- k. Spiritual and religious growth and development.

C.6.14 The Provider shall ensure that each client share responsibility for maintaining the facility in a clean environment.

C.7 Targeted Population

District of Columbia residents 12-21 years of age.

C.8 Location of Services

Services shall be provided within Washington, D.C. Metropolitan area, as defined by Counsel of Governments (COG).

The Provider shall provide these services in a handicap accessible facility located within the Washington, D.C.

C.9 Hours of Operation

The Provider shall provide services twenty four hours per day, seven days per week. The Provider shall maintain an administrative office, which shall operate at a minimum from 9:00 a.m. to 5:00 p.m. Monday through Friday except on federal holidays.

C.10 Staffing Requirements

- C.10.1 The Provider shall have sufficient staff to provide the services described in this Human Care Agreement at a counselor to client ratio not to exceed 1:10 and provide at least 5 hours per week of on-going, face-to-face services at the low intensity levels per client (***Unless otherwise directed by DC Licensing Standards***)(Applicable Document # 5). The Provider shall submit a staffing plan to the COTR within 30 days of the award of the Human Care Agreement and shall maintain the same expertise as specified in the staffing plan throughout the period of this Human Care Agreement.
- C.10.2 The Program shall be directed by a person with a degree in a health-related field or a Master's level clinician in social work, nursing, psychology, counseling or other human service discipline and at least three years experience working with substance-abusing and/or addicted adolescents, including one year of program management or supervisory experience sufficient to administer the services outlined in this contract.
- C.10.3 The Provider shall document and maintain on file that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing. The Provider shall also ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.
- C.10.4 The Provider shall provide evidence that staff providing therapeutic services have documentation of appropriate licensure.
- C.10.5 The Provider shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment. All personnel records shall be accessible to the COTR upon request.
- C.10.6 The Provider shall ensure that all direct and indirect staff, including consultants, has no prior criminal record of conviction for child abuse or molestation, sexual abuse, or rape as evidenced by annual criminal background checks; the outcomes of which are maintained in each staff member's personnel files.
- C.10.7 The Provider shall provide orientation and training for all staff members with respect to administrative procedures, client rights, confidentiality of treatment records and other relevant policies, procedures and clinical protocols of the APRA as required by Chapter 23 Certification Standards (Applicable Document # 6).
- C.10.8 The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and clinical supervision.
- C.10.9 The Provider shall present to the Youth Treatment Manager within 30 days of award, a written policy for clinical supervision of all staff providing treatment, rehabilitation and support services. The program director as well as other designated clinical staff shall assume responsibility for clinically supervising and directing staff activities. The supervision and direction at a minimum shall consist of:
- a. Individual, face-to-face sessions with staff to review cases, assess performance and provide feedback shall occur monthly with the Youth Treatment Manager.
 - b. Individual, side-by-side sessions in which the supervisor accompanies an individual staff member to meet with individual clients in regularly scheduled sessions or crisis situations and in which the supervisor assesses, teaches, and provides feedback regarding the staff member's performance regarding the particular client shall be held monthly; and

- c. Client report or review staff meetings and treatment planning staff meetings to review and assess staff performance, and provide staff direction regarding individual cases shall be conducted biweekly at a minimum. Clinical supervision provided to individual staff shall be documented in writing.

C.10.10 If at any time a staff person is suspected of suffering from a communicable disease, the staff shall be referred for a fitness for duty examination. Any staff found to be suffering from a communicable disease likely to be dangerous to the lives or health of others shall be immediately removed from duty under this Human Care Agreement in accordance with Title 22 District of Columbia Municipal Regulations Section 213 (Applicable Document # 7) (see www.dc.gov). All staff medical examinations shall be without expense to the District.

C.11 Admission Criteria

C.11.1 Clients eligible for admission to treatment shall include but not be limited to the following:

- a. Individuals 12 to 21 years of age diagnosed with substance abuse/dependence only.
- b. Individuals diagnosed with and are being treated by a physician for substance abuse/dependence and other active medical or psychiatric illnesses. When a prospective client has medical and/or mental health problems in addition to substance abuse, the treating physician shall certify before admission that the client is receiving regular follow-up and is stable enough to participate in a residential substance abuse treatment program. A past history of psychiatric illness that has been resolved shall not be a criterion for exclusion from the Program.
- c. All potential clients shall be referred to the APRA Central Intake Division for Youth (CIDY) for initial assessment and placement determination. A team consisting of representatives from the APRA Central Intake Division and a representative from the Provider shall make the initial assessment and placement determination. No client shall be admitted by the Provider without prior authorization of CIDY (the APRA gatekeeper).
- d. The Provider shall notify the Youth Treatment Manager in writing within 8 hours of any APRA/OPYS referral deemed inappropriate. A written justification for denying admission must be provided to the Youth Treatment Manager. The client shall remain in the care of the Provider until the Youth Treatment Manager renders a decision. If the Youth Treatment Manager concurs with the Provider's determination the Youth Treatment Manager shall provide instructions for routing the client elsewhere. The Provider shall document the matter and include it in with the monthly activity report. If the client manifests behavior or acts found to be of serious danger to self or others.
- e. In cases where admission of clients is disputed, compliance with the Provider's Admission Criteria shall prevail.

C.12 Assessment and Treatment Planning

The Provider shall:

- a. Maintain an individual chart for every client admitted to the Program in accordance with APRA's policies for client charts. Material in the chart is confidential, and use and storage of the chart must guarantee confidentiality.

- b. Document that all treatment plans are individualized and address, at least through counseling and/or referral, a client's vocational, educational, employment, medical and social needs as an integral part of drug rehabilitation.
- c. Conduct a review of each chart by the Program Director or designee, twice per month. This review shall be reflected in the chart by a signature endorsement and date.
- d. Involve the client's significant others in the recovery process through family counseling when necessary.
- e. Identify clients who have private insurance, Medicaid or are Medicaid eligible, billing the third party appropriately for drug treatment services the clients receive, and collecting fees for services provided. All fees received from third parties shall revert to the District to offset costs associated with this Human Care Agreement. A check from the Provider made payable to the DC Treasurer shall be provided to the COTR within three weeks of any fee payments received, with a copy of the Medicaid remittance advice or a document from the payer that supports the amount received. [Please note that this does not apply to those EPSDT services paid by Medicaid which are not covered by this Human Care Agreement. Individuals under 21 years of age with Medicaid coverage or who are eligible for Medicaid are entitled to services other than drug treatment under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program under Title XIX of the Social Security Act. (Applicable Document # 9)

If determined to be financially able, clients without third party coverage shall pay a fee for services. Financial capacity, and if applicable, the fee shall be determined from a sliding scale based on income and family size. The COTR will provide the sliding scale. The Provider shall collect and submit fees monthly to the COTR.
- f. Collect urine specimens on a random basis and prepare for testing.
- g. Provide transportation to clients for supportive services not provided on site.
- h. The Provider shall evaluate each client's needs, strengths and preferences and develop an individualized treatment plan that should identify needs/problems and specific measurable long and short-term goals along with the specific services and activities necessary for the client to improve his/her capacity to function in the community. The treatment plan shall be developed in collaboration with the client or guardian, if any, and, when feasible, the client's family. The client's participation in the development of treatment plans shall be documented.
- i. Should the Provider determine that a client requires treatment beyond the 120- day maximum stay stated herein, the Provider shall obtain prior approval from the Youth Treatment Manager. The Provider should make available all supporting arguments justifying the request, including the estimated number of additional days.
- j. When requested, the Provider shall participate in case review conferences with APRA to discuss the client's progress or the need for change in the individualized treatment plan.

C.13 Treatment, Rehabilitation and Support Services

C.13.1 Treatment services shall include:

- a. Crisis intervention services and coordination with short-term emergency hospitalization.
- b. Symptom management or supportive psychotherapy including:

- (i) Ongoing assessment of the client's symptoms and the client's response to treatment;
- (ii) Symptom education to enable the client to identify his or her addiction symptoms;
- (iii) Teaching behavioral symptom management techniques to alleviate and manage addiction symptoms and prevent relapse; and
- (iv) Promoting personal growth and development by assisting the client to adapt to and cope with internal and external stresses.

C.13.2 Rehabilitation services shall include:

- a. Educational and employment-related services provided in community-based settings to assess the effect of the client's substance abuse on scholastic achievement and employment and to develop an ongoing employment rehabilitation plan to enable the client to complete school and/or get and keep a job. Rehabilitation services shall include:
 - (i) Individualized initial and ongoing assessment including a thorough work and academic history;
 - (ii) Identification of behaviors that interfere with the client's scholastic/work performance and development of interventions to alleviate the problem behaviors; and
 - (iii) Individual educational/vocational supportive counseling to enable the client to identify and cope with symptoms of substance abuse that affect his or her education/work.
- b. Social and recreational skill training, including supervised teaching activities and experiences provided individually or in small groups to:
 - (i) Improve communication skills;
 - (ii) Facilitate appropriate interpersonal behavior; or
 - (iii) Familiarize clients with available social and recreational opportunities and increase their use of such opportunities.

C.13.3 Support services shall include case management and individualized support, problem solving, training and supervision to help the client obtain:

- a. Services to meet physical, mental, and /or dental health needs;
- b. Needed legal services;
- c. Needed transportation services;
- d. Financial support such as supplemental security income, social security disability insurance and general relief and money management services;
- e. Education and consultation to clients' families and other major supports;
- f. Consultation and education at specified time intervals to assist the client's family to manage the symptoms and illness of the client; and

- g. Any EPSDT service to which any Medicaid covered client is entitled under Title XIX of the Social Security Act.

C.14 Facility Requirements

- C.14.1 The Provider's facility shall meet the minimum standards of the Commission on Accreditation of Residential Facilities (CARF) for residential non-hospital services, as well as be in compliance with all applicable laws, rules and regulations governing the health, safety, and care of children currently in effect in the jurisdiction in which the Provider's facilities are located. The Provider's failure to do so shall be basis for termination of the contract.
- C.14.2 The Provider shall provide supplies and services routinely needed for the maintenance and operation of the facility, such as security, janitorial services, trash pick-up, utilities, and laundry or linen services.
- C.14.3 The Provider shall be responsible for the cleaning, care, and maintenance of the client's clothing received from the client's family or provided by the District.
- C.14.4 The Provider shall assure that an emergency site facility is available should a catastrophe occur.
- C.14.5 All facilities offered for providing services under this contract shall be accessible to persons with mobility limitations, consistent with the Rehabilitation of the Handicapped Act, P.L. Section 95-602 (Section 504), including any waivers or exceptions therein.

C.15 Emergency Situations

- C.15.1 The Provider shall immediately contact the Youth Treatment Manager by telephone if a client absconds from the Provider's facility. The Provider shall notify local authorities and attempt to locate and return the client to the Provider's facility as soon as possible after the client is located. The Provider shall not bill for services for any period that a client is absent from the Provider's facility for greater than twenty-four (24) hours due to abscondance.
- C.15.2 In Emergency situations when a client manifests behavior or acts found to be of serious danger to self or others, the Provider shall notify the Youth Treatment Manager by telephone and request an emergency discharge. The Provider shall provide sufficient information regarding the request for emergency discharge for the Youth Treatment Manager to authorize the request(s). The information to be provided to the Youth Treatment Manager shall include, but is not limited to: (a) circumstances leading to the discharge decision, (b) identification of the care custodian responsible for the client upon discharge and (c) transportation arrangements to facilitate the client's return to the District or specified destination. Whenever applicable, the Provider shall submit an Unusual Incident Report to the Youth Treatment Manager within 24 hours and a discharge report within seven (7) days following the emergency discharge.
- C.15.3 When an emergency requires that the premises be vacated in cases such as bomb scare, fire, lack heat or lack of water, as examples, the Provider shall notify the Youth Treatment Manager within one (1) hour and shall implement emergency procedures to move clients to an alternate facility, if necessary.

C.16 Nutritional Requirements

- C.16.1 The Provider shall provide not less than three (3) nutritionally adequate meals and two snacks per client each day, which shall meet or exceed the United States Department of Agriculture minimum daily nutritional requirements. As necessary, special dietetic services to meet the nutritional needs of each client shall be provided.

- C.16.2 The Provider shall provide written proof that the facility where all meals are prepared meets the sanitation requirements of the D.C. Department of Environmental Service and that the meals are prepared, transported, and served in accordance with these standards.

C.17 Treatment Records

- C.17.1 The Provider shall maintain a single combined client clinical record in accordance with APRA guidelines that are incorporated herein by reference and shall be provided by the COTR after contract award.

The following represents the minimum information that shall be included in each client's record. The following format shall be used:

- a. TAB 1 Admission Assessment

Medical History
Physical Examination
Intake Questionnaire
Urine Laboratory Results
Central Intake Division for Youth Laboratory Results
Criminal Justice Forms, if applicable
- b. TAB 2 Doctor's Orders and Examination

Doctor's Orders
Physical Examination
- c. TAB 3 Client Information

Problem List
Treatment Plan
Record Review
Guidelines for Clients
Client-Clinic Treatment Agreement
Discharge/Aftercare Plan
- d. TAB 4 Progress Notes
- e. TAB 5 Miscellaneous Information

Personal Identifying Data
Clinical Referrals
Controlled Dangerous Substance (CDS) Admission
CDS Discharge
Previous Treatment Summary
Medical Record Discrepancy
Referral to Medical Unit
Authorization for Release of Information
Structured Interview Form
Information Regarding Insurance/Medicaid Coverage
- f. TAB 6 Client Summary

Termination Summary (at time of discharge)
Urine Summary
Medication Cards

Progress Evaluations

Monthly report on client's employment, including means used for verification

In the event of termination of treatment before completion, a note describing the circumstances as well as the efforts made to contact the client.

- C.17.2 Each client's clinical record shall be available for review at all times to District staff responsible for the client's care or monitoring. Specific records access procedures shall be developed by the Provider and submitted to the Youth Treatment Manager for approval prior to the start of operations.
- C.17.3 Within seven (7) days following a client's discharge, the Provider shall submit to the Youth Treatment Manager a comprehensive discharge summary which shall include, but not be limited to, a current assessment of the client's progress while in the Program and a plan of action for relapse prevention post-discharge.
- C.17.4 All records of care, treatment, supervision and support created under this Human Care Agreement shall become part of the treatment records of APRA. When the client is discharged from treatment with the Provider, the clinical record is to be turned over to APRA. For confidentiality and security, records shall be kept in a locked file controlled by appropriate Provider staff, but available for routine District monitoring activities.
- C.17.5 Disclosure of treatment information by the Provider, and to the Provider by employees of the District, is subject to all the provisions of applicable District and Federal Laws, including but not limited to laws governing consent and confidentiality.

C.18 Performance Standards/Quality Assurance

- C.18.1 APRA reserves the right to visit any contracted facility without notice for the purpose of determining the quality of care and conformance to Program requirements for APRA clients.
- C.18.2 The Provider shall meet the applicable standards of the Commission on the Accreditation of Residential Facilities (CARF)(Applicable Document # 10), APRA and Medicaid and Medicare regulations. Medicaid regulations are available from DOH's Medical Assistance Administration www.doh.dc.gov(Applicable Document # 11).
- C.18.3 The Provider shall make its facilities, programs and records available for periodic evaluation by APRA staff and entities other than APRA on an announced and unannounced basis. The Provider shall provide the written results of evaluations by entities other than APRA to the Youth Treatment Manager within 48 hours of receipt. Verbal notices of life threatening situations shall be promptly reported to the Youth Treatment Manager. The results of any evaluations performed under this section shall be reported in writing and will be used by the District in determining the Provider's compliance with this contract.
- C.18.4 For purposes of monitoring and evaluation, the Provider must keep accurate records reflecting the progress of each client. These records must contain uniform progress reports and documentation of any relevant data at the time of its occurrence. The records should contain the same data being sent to APRA on the client's progress reports.
- C.18.5 The Provider shall comply with the reporting requirements of the APRA Policy, "Reporting Unusual Incidents (Applicable Document # 12). The Provider shall report unusual incidents by facsimile or telephone to the Youth Treatment Manager within 24 hours in hard copy within 5 days. An unusual incident is an event affecting staff (District employees or Provider staff) or clients that is significantly different from the regular routine or varies from established procedures. Examples include but are not limited to death; injury; unexplained absence of the client from the program; physical, sexual or verbal abuse of a client by staff or clients; staff negligence; fire; theft; destruction of property; sudden serious problems with the physical plant; complaints from families or visitors of

clients; requests for information from the press, attorneys or government officials outside of the Department of Health; and client behavior requiring attention of staff not usually involved in his/her case.

C.18.6 Within thirty (30) days after Agreement award, the Provider shall present to the Youth Treatment Manager the following written policies for review and approval.

- a. A policy on monitoring the quality of services provided which shall include but not be limited to, case management, case conference presentation and an interdisciplinary approach to treatment.
- b. A protocol of the continuum of treatment from admission to discharge. The protocol shall include but not be limited to, the Program philosophy, treatment interventions including urine screening, and criteria for successful completion of the Program.
- c. A policy for clinical supervision of all staff providing treatment, rehabilitation and support services.

These policies shall guide the Program's daily staff functions and client activities, and may not be changed without express permission from the Youth Treatment Manager and the COTR.

C.19 Performance Monitoring

C.19.1 The COTR shall monitor the following elements of the Provider's performance:

- a. Quality and effectiveness of admission, treatment and discharge plans of clients.
- b. Completeness and adequacy of client records.
- c. Type, volume, utilization, cost and frequency of treatment services provided.
- d. Average length of stay.
- e. Family participation in the treatment process.
- f. Client satisfaction with services provided.

C.20 Program Evaluation

C.20.1 The Provider shall submit an annual evaluation of the effectiveness of all services provided under the contract. This evaluation will be due no later than 30 days after the last day of the contract term. The COTR shall provide the format, methodology, and procedures of analysis employed in the evaluation.

C.21 Reporting Requirements

C.21.1 The Provider shall, at the request of APRA, appear before APRA administrative personnel to clarify findings and to answer questions at any time during performance under the Agreement.

C.21.2 The Provider shall submit a monthly activity report to the COTR by the 10th day after the end of each month of service regarding its progress towards completion of tasks as delineated in the scope of work. Such reports, which are deliverables, shall consist of both statistical and narrative reports. The statistical report shall be made on a statistical reporting form supplied by the YOUTH TREATMENT MANAGER. The report shall include the following: (a) total number of persons receiving services during the month; (b) types of services and activities and the number of persons

involved in each; (c) total number of admissions to and terminations from service during the month with discharges listed by category; (d) total number of individual and group counseling sessions; (e) average daily census; (f) average length of stay; (g) total number of direct service hours provided by professional staff; (h) racial and ethnic characteristics of client population; (i) treatment slot utilization rate; (j) number and type of referrals to outside agencies; (k) total number of assessments conducted; (l) total number of individualized treatment plans prepared; (m) total number of direct prevention services provided; (n) total number of payments collected; (o) number of self-pay clients treated; and (p) total number of new admissions of Medicaid eligible clients with subtotals by gender.

The narrative report shall contain a description of the accomplishments as set forth in the scope of work and shall include the following:

- a. Activities completed during the reporting period;
- b. Activities planned in the coming months;
- c. Concerns, issues, and problems that are being experienced in the program and actions and/or recommendations and time schedule for resolution;
- d. Evaluation of staff performance in meeting monthly program requirements;
- e. Unemployment and employment patterns;
- f. Patterns of substance abuse;
- g. Types of services and activities and the number of persons involved in each, and the number of outreach activities;
- h. Number and type of referrals to outside agencies;
- i. Names and corresponding identification numbers of APRA clients currently in treatment, date and source of referral, projected discharge date;
- j. A brief monthly summary of each client's progress in treatment with reference to the individual treatment plan, including discharge plans when pertinent;
- k. Names and corresponding identification numbers of APRA clients referred by CIDY for admission who were deemed inappropriate with a brief justification for denying admission, authorization by the Youth Treatment Manager to accept or refuse admission and disposition of the client (see C.10.4.);
- l. Names and corresponding identification numbers of APRA clients discharged on an emergency basis with a brief justification for the discharge, authorization by the Youth Treatment Manager and disposition of the client (see C.10.4); and
- m. Summary of all other emergencies occurring during the preceding month.

C.21.3 The Provider shall submit to the COTR a final report, no later than thirty (30) days after the contract expiration date summarizing all service delivery data, accomplishments, issues and recommendations.

C.22 Medicaid Certification Requirements

C.22.1 The Provider shall obtain a valid Medicaid provider number through APRA within 180 days of the Notice of Rule Making appearing in the DC Register of standards for certification as a provider of addiction services.

C.22.2 APRA will notify the Provider in writing when it is appropriate and provide guidance on how to apply for a provider number. Application forms will be provided by APRA.

C.22.3 The Provider shall provide services to all clients who meet program requirements as defined in the Certification Regulation and Procedures governing addiction services (Chapter 23) (Applicable Document # 6)x. In the event that the Provider's caseload falls below the estimated or negotiated average percent of clients eligible for Medicaid for any period of thirty (30) days, the Provider shall notify APRA of the current percentage. APRA will assist the Provider in reviewing the current caseload and payor mix and suggest the means of increasing the Medicaid eligibility of the caseload.

- C.22.4 The Provider shall maintain a Medicaid provider status throughout the period of this Human care Agreement.

The District makes no specific guarantee of minimum or maximum percent of clients who will be Medicaid eligible. However, the District estimates that approximately 60% of female clients and 15% of male clients will be Medicaid eligible.

C.23 Deliverables

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedule that follows. All soft copy deliverables shall be provided on compact disc formatted in Microsoft Word and Excel as applicable.

Deliverable
Number

	Deliverable Name	Method of Delivery	Due Date
1	Treatment Needs Assessment, as described in Section C.6.6.7	Direct Service	Within 10 days of Admission
2	Individual Treatment Plan & Diagnostic Summary, as described in Section C.6.6.8	In Writing	Within 5 days of Admission
3	Social Services Plan, as described in Section C.6.6.9	In Writing	Within 3 days of admission
4	Short-term Detoxification Services, as described in Section C.6.6.10	Direct Service	Ongoing
5	Multidisciplinary Treatment Plan Review, as described in Section C.6.6.10	In Writing	Monthly
6	Admission Medical History and Physical Exam, as described in Section C.6.6.11	In Writing	Within 24 hours after Admission
7	Comprehensive Discharge Notes & Summary, as described in Sections C.6.11 and C.17.3.	In Writing	Within 5 days of Discharge
8	Staff Plan, as described in Section C.10.1.	In Writing	30 days post contract award
9	Criminal Background Checks, as described in Section C.10.6	Hard Copy of Certification in Writing	Annually
10	Clinical Supervision Policy, as described in Section C.10.9	In Writing	30 days post contract award
11	Individual face-to-face sessions, as described in Section C.10.9a		Monthly
12	Individual side-by-side sessions, as described in Section C.10.9b		As scheduled by the Youth Treatment Program Manager
13	Client Report/Staff Meeting, as described in Section C.10.9c		
14	Inappropriate Referral Report, as described in Section C.11.1.d		Within 8 hours of referral.
15	Assessment & Treatment Planning Review, as described in Section C.12.c	In Writing	Biweekly
16	Written Proof of Meeting Sanitation Requirements, as described in Section C.18.3	In Writing	Within 58 Hours of receipt of Report.
17	Unusual Incident Reports, as described in Section C.18.5	In Writing	Submitted via fax or telephone by the end of the shift in which the incident occurred and followed up with a written report to the APRA Risk Manager and the Youth Treatment Manager within 24

			hours.
18	Written Policies for Monitoring Services Quality, as described in Section C.18.6	In Writing	30 days post contract award
19	Protocol for Continuum of Care, as described in Section C.18.6.b	In Writing	30 days post contract award
20	Program's Annual Evaluation of Effectiveness of Services	In Writing	30 days after contract period ends
		In Writing	Monthly Progress
21	Monthly Activity Report, as described in Sections C.21.2 and C.11.1.d		Reports are due the 10 th day of each month.

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

- D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years as set forth in Section D.3.
- D.1.2 If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment 1.
- D.1.3 The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

D.2 Agreement Not A Commitment of Funds or Commitment To Purchase

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

D.3 Option to Extend Term of the Agreement

- D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

- D.3.2 The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3 If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer

The Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a human care agreement or contract, and all other documents relating to the human care agreement or contract. All correspondence to the Contracting Officer shall be forwarded to:

Rotimi Osunsan, CPPB,
 Contracting Officer
 Office of Contracting and Procurement
 Human Care Supplies and Services Group VI
 441-4th Street, N.W., Suite 700S
 Washington, D.C. 20001
 Telephone Number: 202-724-5248 Facsimile Number: 202-727-0245

E.2 Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Human Care Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Technical Representative shall be:

Jennifer Mumford
 Title: Deputy Director of Operations
 Agency: Department of Health/APRA
 Address: 1300 First Street, NE, 3rd Floor
 Washington DC 20002
 Telephone Number: (202) 727-8857
 Facsimile Number: (202) 727-0092
 E-Mail: jennifer.mumford@dc.gov

E.3 Contact Person

For information concerning this Human Care Agreement, contact:

Dwight Hayes
Contract Specialist
Office of Contracting and Procurement
441-4th Street, N.W. Suite 700 South
Washington, D. C. 20001
Telephone Number: (202) 724-5278
Facsimile Number: (202) 727-0245
E-Mail: dwight.hayes@dc.gov

E.4 Ordering and Payment

- E.4.1 The Provider **shall not** provide services or treatment under this Human Care Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.
- E.4.2 The Provider shall not provide any human care services until the District makes an official youth referral and issues a task order/purchase orders to the Provider.
- E.4.3 All purchase orders or task orders issued in accordance with this Human Care Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Human Care Agreement, the Human Care Agreement shall take precedence.
- E.4.4 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.4.5 Invoices shall be prepared in duplicate and be submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the DYRS Procurement Office.

E.4.5.1 The address of the CFO is:

Chief Financial Officer, Accounts Payable
Department of Health
825 North Capitol Street, NE, 5th Floor
Washington DC 20002

4.6 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address;
- (2) Invoice date, number and the total amount due;
- (3) Youth's Name;
- (4) Date of Admission;
- (5) Date of Discharge;
- (6) Period or date of service;
- (7) Description of service;
- (8) Quantity of services provided or performed;
- (9) Contract line item number (CLIN), as applicable to each purchase order or task order;
- (10) Purchase order or task order number;
- (11) Human Care Agreement number;
- (12) Federal tax identification number (TIN)
- (13) Any other supporting documentation or information, as required; and
- (14) Name, title and telephone signature of the preparer.

E.4.7 Payment shall be made only after the COTR has certified as satisfactory the performance by the Provider under the Human Care Agreement as a result of a valid purchase order or task order of the Agreement in accordance with all provisions thereof.

SECTION F – AGREEMENT CLAUSES

F.1 Standard Contract Provisions Incorporated By Reference

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” are incorporated into this Human Care Agreement as Attachment 1, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 Confidentiality

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

F.3 **Access to Records**

- F.3.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- F.3.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- .3.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.4 **Amendments**

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments, or changes in the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

F.5 **Tax Compliance Certification**

In signing and submitting this Human Care Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

F.6 **Subcontracts**

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Human Care

Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

F.7 **Provider Responsibility**

- F.7.1 The Provider bears responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.
- F.7.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 **INSURANCE**

- F.8.1 Upon receipt of a Task Order under this HCA, the Provider shall procure and maintain, during the entire period of performance under the Task Order, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 day's prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.
- F.8.1.1 **Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- F.8.1.2 **Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- F.8.1.3 **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- F.8.1.4 **Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- F.8.1.5 **Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all

other “professions” with a professional liability exposure).

F.9 **Department Of Labor Wage Determinations**

F.9.1 The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision 4, dated July 5, 2007 issued by the U.S. Department of Labor in accordance with the Service Agreement Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this Agreement as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the Agreement services are provided shall bind Providers located in regions not bound by the above stated Wage Determination.

F.10 **HIPAA PRIVACY COMPLIANCE**

[insert agency name abbreviation] is a “Covered Entity” as that term is defined in the Privacy Rule and [insert business associate name], as a recipient of Protected Health Information from [insert agency name abbreviation], is a “Business Associate” as that term is defined in the Privacy Rule.

1. **Definitions**

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

- iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual; or
 - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- l. *Privacy Official.* The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
 - m. *Privacy Officer.* The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
 - n. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - o. *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
 - i. Transmitted by electronic media;
 - ii. Maintained in electronic media; or
 - iii. Transmitted or maintained in any other form or medium;
 - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
 - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
 - p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
 - r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.
2. Obligations and Activities of Business Associate
- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
 - b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
 - c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.

- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format *[delete bolded material and insert negotiated terms if applicable]* as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *[Insert Applicable Agency Access Policy]*, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *[Insert Applicable Agency Amendment Policy]*, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Identity And Procedure Verification Policy]*, attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Logging Disclosures for Accounting Policy]* attached hereto as Exhibit D and incorporated by reference.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated *[delete bolded material and insert agency appropriate terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Disclosure Accounting Policy*] attached hereto as Exhibit E and incorporated by reference.

- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a Provider by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;

- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
 - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
 - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** *[delete bolded material and insert negotiated terms and conditions if applicable]* all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
 - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.

- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands,

awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

Attention: _____

Attention: _____

Fax: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the

event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

- p. *Independent Provider.* The Business Associate will function as an independent Provider and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachments:

- Exhibit A [Insert Applicable Agency Access Policy]
- Exhibit B [Insert Applicable Agency Amendment Policy]
- Exhibit C [Insert Applicable Agency Identity and Procedure Verification Policy]
- Exhibit D [Insert Applicable Agency Logging Disclosures for Accounting Policy]
- Exhibit E [Insert Applicable Agency Disclosure Accounting Policy]

F.11 WAY TO WORK AMENDMENT ACT OF 2006

- F.11.1 Except as described in F.16.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.11.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- F.11.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- F.11.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- F.11.5 The Provider shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F.11.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- F.11.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- F.11.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.11.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

F.12 Order of Precedence Clause

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

1. Supplies or Services and Price/Cost (Section B)
2. Specifications/Work Statement (Section C)
3. Standard Contract Provision, dated March 2007
4. The Human Care Agreement
5. Provider's Program Description
6. Provider Qualifications Record completed by the Provider
7. The Attachments as specified and listed in Section F.13
8. Task Order or Purchase Order

F.13 Attachments

The following are attachments to this Human Care Agreement.

- 1) Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, which is incorporated into this Human Care Agreement as Attachment 1.
- 2) *OCP Form 1900, Human Care Agreement Provider's Qualifications Record (completed and executed), which is incorporated into this Human Care Agreement as Attachment 2.*
- 3) Notice of Final Rulemaking, 27 DCMR, Chapter 19, Section 1905.6, providing the criteria for a determination of responsibility of potential Providers, which is incorporated into this Human Care Agreement as Attachment 3.
- 4) *U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 4, dated July 5, 2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351), which is incorporated into this Human Care Agreement as Attachment 4.*
- 5) Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application, which is incorporated into this Human Care Agreement as Attachment 5.
- 6) Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement as Attachment 6.

- . 7) First Source Employment Agreement, which is incorporated into this Human Care Agreement as Attachment 7.
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